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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/470,039	12/22/1999	RICHARD CORNELIUS	AND1P392	5692

29838 7590 11/03/2003

OPPENHEIMER WOLFF & DONNELLY, LLP (ACCENTURE)  
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MINNEAPOLIS, MN 55402-1609

EXAMINER
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JAKETIC, BRYAN J

ART UNIT	PAPER NUMBER
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3627

DATE MAILED: 11/03/2003

15

Please find below and/or attached an Office communication concerning this application or proceeding.

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<b>Office Action Summary</b>	<b>Application No.</b> 09/470,039	<b>Applicant(s)</b> CORNELIUS ET AL.	
	<b>Examiner</b> Bryan Jaketic	<b>Art Unit</b> 3627	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 19 September 2003.
- 2a) ☐ This action is FINAL.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-4, 6-9, 11-16 and 18 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-4, 6-9, 11-16 and 18 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
 If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) ☐ All b) ☐ Some \* c) ☐ None of:  
 1. ☐ Certified copies of the priority documents have been received.  
 2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
 \* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
 a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                             | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). _____  |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)         | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ | 6) <input type="checkbox"/> Other:  |

## DETAILED ACTION

### ***Claim Rejections - 35 USC § 103***

1. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.
2. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).
3. Claims 1-4, 6-9, 11-16, and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Camp et al. Camp et al disclose a method and system for initiation of an agreement utilizing a network, comprising the steps of allowing a buyer and seller to negotiate terms of trade, wherein the buyer transmits a form indicating the terms of the trade and an identifier (col. 7, line 45 through col. 8, line 26). The bank then authenticates the identity of the buyer (col. 7, lines 45-53). The form is then sent to the bank for assessing the credit of the buyer, and is then forwarded to the seller along with the assessment (col. 8, lines 47-67; see also col. 10, lines 53-54). The seller then digitally signs the form, and it is received by the buyer, serving as notice that the

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agreement is initiated (col. 9, lines 47-51). The form is a combined purchase order proforma invoice (see col. 8, lines 15-27 and col. 9, lines 47-51).

Camp et al do not disclose a computer program embodied on a computer readable medium. However, the system of Camp is automated, and it is inherent that the system there uses a computer program embodied on a computer readable medium.

Camp et al do not disclose the step of entering the terms of the online trade into a form that is sent via the network. However, online forms are common in the art, and it would have been obvious to one of ordinary skill in the art at the time the invention was made to employ an online form to send the terms of the online trade because online forms provide an efficient means for entering and processing information.

Camp et al do not disclose the use of a wide area network. However, wide area networks are common in the art, and it would have been obvious to one of ordinary skill in the art at the time the invention was made to employ a wide area network with the invention of Camp et al, because a wide area network is a convenient means of communication.

Camp et al do not disclose the use of a password. However, it is common in the art to require a user to use a password to prove his identification. It would have been obvious to one of ordinary skill in the art at the time the invention was made to employ the step of requiring a user to submit a password in the invention of Camp et al in order to verify the user's identity.

Camp et al do not disclose the step of verifying the credit of the seller. However, it is common in the art for a consumer to check the reputation of an unknown merchant.

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It would have been obvious to one of ordinary skill in the art at the time the invention was made to employ the step of verifying the credit of the seller in the invention of Camp et al to appease the buyer.

### ***Response to Arguments***

4. Applicant's arguments filed 19 September 2003 have been fully considered but they are not persuasive. Applicant argues that the step of filling out an online form with negotiated terms of the trade and using the form throughout the entire transaction are non-obvious. Examiner respectfully disagrees. Examiner maintains that online forms are common in the art, and it would have been obvious to one of ordinary skill in the art at the time the invention was made to employ an online form because online forms provide an efficient means to enter and process information. Furthermore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use an online form throughout the transaction, because such use would be more efficient than re-entering information at each step.

Applicant further argues that Camp suggests transmitting customer payment data, not a form indicating the terms of trade. Examiner respectfully disagrees. Camp teaches the step of transmitting customer name, address, and payment method, along with an item identification and price (see col. 7, line 45 through col. 8, line 26). This information constitutes the terms of trade.

Applicant also argues that Camp does not teach that the bank assesses the credit of the buyer. Examiner respectfully disagrees. Camp states, "The fifth message

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is the authorization request (AuthReq) from the merchant to the bank. *Recall that what we refer to as the bank here is actually a gateway to the credit clearance system.*" (col. 8, lines 47-50, emphasis added). This clearly establishes that the bank assesses the credit of the buyer.

Applicant also argues that Camp does not teach sending the form to a bank which is based on the identifier. Examiner maintains that is inherent that the payment selection includes a bank identifier so that the message can be forwarded to the proper location.

Applicant also argues that Camp does not teach forwarding the form to a seller along with the assessment of the credit. Examiner maintains that the use of a form would have been obvious to one of ordinary skill in the art at the time the invention was made and that it would have further been obvious to one of ordinary skill in the art at the time the invention was made to use said form throughout the transaction process because it would be more efficient than re-entering data.

Applicant also argues that Camp fails to disclose or suggest verifying the credit of the seller, and that Examiner's obviousness rejection fails to meet the requirements of MPEP § 2143. Examiner respectfully disagrees. MPEP § 2144.03 allows for Examiner to rely on "common knowledge" in making a rejection. The section provides in part, "Official notice unsupported by documentary evidence should only be taken by the examiner where the facts asserted to be well-known, or to be common knowledge in the art are capable of instant and unquestionable demonstration as being well-known." Examiner maintains that credit verification is common in the art, and it would have been

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obvious to one of ordinary skill in the art at the time the invention was made to appease the buyer.

### ***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Bryan Jaketic whose telephone number is (703) 308-0134. The examiner can normally be reached on Monday through Friday (9:00-5:30).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Robert Olszewski can be reached on (703)308-5183. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

bj

